



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 4, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on November 4, 2025, at or after 6:00 PM located in the Council Chambers of the Ed Honea Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revisions to the agenda appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Ed Honea Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public

Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Ed Honea Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to

criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Water Resources: Central Arizona Project (CAP) update to Mayor and Council (Heidi Lasham)

CONSENT AGENDA

The Consent Agenda contains items requiring action by the Council which are generally routine items not requiring Council discussion. A single motion and affirmative vote will approve all items on the Consent Agenda, including any resolutions or ordinances. Prior to a motion to approve the Consent Agenda, any Council member may remove any item from the Consent Agenda and that item will be discussed and voted upon separately.

- C1 Resolution No. 2025-099: Related to Real Estate; approving and authorizing the Town Engineer to execute an Acquisition Agreement with CJR at Bullhead LLC for the purchase of approximately 0.82 acres of land located on the south side of Silverbell Road between its two Continental Reserve Loop intersections, identified as Pima County Assessor's Parcel No. 221-21-004E; and approving the transfer of up to \$20,000 in budgeted expenditure authority from the General Fund Contingency line item to the Land Acquisition line item for fiscal year 2025-2026 for acquisition and expenses related to the acquisition (George Cardieri)
- C2 Resolution No. 2025-100: Relating to Real Property; approving and authorizing the Town Engineer to execute a Temporary Access Easement in Favor of the Arizona Board of Regents across town-owned property, as necessary to provide temporary legal access to their radio tower property located immediately south of Marana Center (George Cardieri)
- C3 Resolution No. 2025-101: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic (Stefanie Boe)

- C4 Approval of Regular Town Council Meeting Summary Minutes of October 21, 2025 (Jill McCleary)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2025-102: Relating to Boards, Commissions, and Committees; appointing Thomas F. Spindler as Trustee for the Marana Health Care Benefits Trust for a four-year term (Jill McCleary)

COUNCIL ACTION

- A1 Resolution No. 2025-103: Relating to Utilities; adopting a notice of intention to increase water and wastewater rates over a multi-year (2026-2030) period; and setting a January 6, 2026 public hearing on the proposed rate increases (Heidi Lasham)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
- E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interview of a candidate for appointment to the Marana Health Care Benefits Trust Board.

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT



Council-Regular Meeting

P1

Meeting Date: 11/04/2025

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Heidi Lasham, Water Director

Date: November 4, 2025

Strategic Plan Focus Area:

Proactive Public Services

Subject: Relating to Water Resources: Central Arizona Project (CAP) update to Mayor and Council (Heidi Lasham)

Discussion:

Mitch Basefsky from Central Arizona Project (CAP) will provide an update on the CAP, the Colorado River Basin, the Water Supply report, and on projections post-2026.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

No file(s) attached.



Council-Regular Meeting

C1

Meeting Date: 11/04/2025

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: November 4, 2025

Strategic Plan Focus Area:

Proactive Public Services

Strategic Plan Focus Area Additional Info:

Goal 1: Prioritize infrastructure and maintenance that supports new growth and development in a proactive and sustainable manner. Strategy 2: Develop an asset management program that anticipates on-going maintenance needs through an integrated system.

Subject: Resolution No. 2025-099: Related to Real Estate; approving and authorizing the Town Engineer to execute an Acquisition Agreement with CJR at Bullhead LLC for the purchase of approximately 0.82 acres of land located on the south side of Silverbell Road between its two Continental Reserve Loop intersections, identified as Pima County Assessor's Parcel No. 221-21-004E; and approving the transfer of up to \$20,000 in budgeted expenditure authority from the General Fund Contingency line item to the Land Acquisition line item for fiscal year 2025-2026 for acquisition and expenses related to the acquisition (George Cardieri)

Discussion:

CJR at Bullhead LLC owns approximately 0.82 acres (35,729 square feet) of land located on the south side of Silverbell Road, east of Continental Reserve Loop. The property contains a drainageway channel known as the Picture Rocks Wash. To support long-term drainage management and maintenance operations, Town staff have pursued acquisition of the property and have negotiated the Acquisition Agreement presented for approval today.

If approved as proposed, the Town will purchase the property for \$15,000 (approximately \$0.42 per square foot). Additional expenses will include an estimated \$2,000 in closing costs and \$3,000 for Phase 1 environmental consultant services.

Financial Impact:

Fiscal Year: 2025
Budgeted No
Y/N:
Amount: \$20,000.00

To fund the acquisition and associated costs, the resolution proposed under this agenda item will, if approved, authorize the transfer of \$20,000 from the General Fund Contingency line item to the Land Acquisition line item for fiscal year 2025-2026 for acquisition and expenses related to the CJR at Bullhead LLC land acquisition.

Staff Recommendation:

Staff recommends adoption of Resolution 2025-099 approving and authorizing the Town Engineer to execute an "Acquisition Agreement" with CJR at Bullhead LLC for the purchase of property needed for public drainageway and maintenance purposes, and authorizing General Fund Contingency transfer to cover the acquisition price and related costs.

Suggested Motion:

I move to adopt Resolution No. 2025-099, approving and authorizing the Town Engineer to execute an Acquisition Agreement with CJR at Bullhead LLC for the purchase of approximately 0.82 acres of land located on the south side of Silverbell Road between its two Continental Reserve Loop intersections, identified as Pima County Assessor's Parcel No. 221-21-004E; and approving the transfer of up to \$20,000 in budgeted expenditure authority from the General Fund Contingency line item to the Land Acquisition line item for fiscal year 2025-2026 for acquisition and expenses related to the acquisition.

Attachments

Resolution No. 2025-099
Exhibit A (Signed Real Estate Acquisition Agreement)
Aerial Map

MARANA RESOLUTION NO. 2025-099

RELATED TO REAL ESTATE; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE AN ACQUISITION AGREEMENT WITH CJR AT BULLHEAD LLC FOR THE PURCHASE OF APPROXIMATELY 0.82 ACRES OF LAND LOCATED ON THE SOUTH SIDE OF SILVERBELL ROAD BETWEEN ITS TWO CONTINENTAL RESERVE LOOP INTERSECTIONS, IDENTIFIED AS PIMA COUNTY ASSESSOR'S PARCEL NO. 221-21-004E; AND APPROVING THE TRANSFER OF UP TO \$20,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE LAND ACQUISITION LINE ITEM FOR FISCAL YEAR 2025-2026 FOR ACQUISITION AND EXPENSES RELATED TO THE ACQUISITION

WHEREAS the Town of Marana desires to acquire approximately 0.82 acres of property that includes a portion of the drainageway channel known as the Picture Rocks Wash, located on the south side of Silverbell Road, east of Continental Reserve Loop, at a price deemed advantageous to the Town and its citizens; and

WHEREAS the Town of Marana desires to own the property to support long-term drainage management and maintenance operations; and

WHEREAS on June 17, 2025, the Town Council adopted the fiscal year 2025-2026 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the fiscal year 2025-2026 budget did not include funding for acquisition of land from CJR at Bullhead LLC; and

WHEREAS the Town Council desires to transfer budgeted expenditure authority in the fiscal year 2025-2026 budget of up to \$20,000 from the General Fund Contingency line item to Object 8005--Land Acquisition for acquisition and expenses related to the CJR at Bullhead LLC land acquisition; and

WHEREAS transferring budgeted expenditure authority from the contingency fund of up to \$20,000 within fiscal year 2025-2026 will not significantly impact the General Fund; and

WHEREAS reallocations of budgeted expenditure authority between the contingency line item in the General Fund to other line items are necessary from time to time; and

WHEREAS the Council finds that the land acquisition and budget reallocation addressed by this resolution are in the best interest of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The Acquisition Agreement with CJR at Bullhead LLC, in substantially the form attached to this resolution as Exhibit A, is hereby approved and the Town Engineer is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town Council hereby approves the transfer of up to \$20,000 in budgeted expenditure authority from the General Fund's budgeted Contingency line item to Object 8005--Land Acquisition for fiscal year 2025-2026 for acquisition and expenses related to the CJR at Bullhead LLC land acquisition.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of November 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney



ACQUISITION AGREEMENT

This Agreement is made by and between **CJR at Bullhead LLC**, an Arizona limited liability company ("Seller"), and the **Town of Marana**, an Arizona municipal corporation ("Town"). Seller and Town are collectively referred to herein as the "Parties," and individually as a "Party."

1. **Property and Acquisition Amount.** The Seller owns certain real property located in Marana, Pima County, Arizona, more particularly described on Exhibit "A" attached to and incorporated in this Agreement by this reference and referred to in this Agreement as the "Property". In lieu of court proceedings to acquire the Property by eminent domain, the Seller agrees to sell, and the Town agrees to acquire the Property for the total sum of **\$15,000.00** (the "Acquisition Amount"), subject to the terms and conditions set forth below:

\$15,000.00	Acquisition Amount
\$2,000.00	Estimated Closing Costs
\$17,000.00	Total Not to Exceed Amount

2. **Effective Date.** This Agreement shall be effective on the date both the Seller and the Town have approved and accepted this Agreement by affixing their signatures (the "Effective Date").
3. **Warranty Deed Document.** Upon execution of this Agreement the Seller shall deposit with the Town a Warranty Deed conveying to the Town title to the Property free and clear of all liens and encumbrances, in the form attached hereto as Exhibit "B".
4. **Settlement and Release.** Seller hereby releases all claims of whatever nature for the Town's past use of the Property for drainage and runoff purposes from the first date of the past use through the closing date as determined by paragraph 12 below, effective upon the Town's single lump sum payment of the Acquisition Amount, which shall be paid as set forth in this Agreement.
5. **Escrow Instructions.** Escrow will be opened with Stewart Title & Trust of Tucson, Jenny Morrow, Escrow Officer, 3939 E Broadway Blvd., Tucson, AZ 85711, (520) 917-6134, according to the terms of this Agreement
6. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases, and Owner's Title Insurance Policy, shall be paid by the Town.
7. **Escrow Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Seller prior to closing, and (c) property taxes shall be prorated based upon the date of closing.

S28/T12S/R12E	Picture Rocks Wash
Parcel No. 221-21-004E	Acquisition Agreement for CJR at Bullhead LLC

8. **Title Commitment.** Escrow Agent will distribute to the Parties a Commitment for Standard Owner's Title Insurance (the "Commitment") together with complete and legible copies of all documents that will remain as exceptions to Town's policy of title insurance.
9. **Seller's Title Obligation.** Seller is hereby obligated to provide Town free and clear marketable title subject only to the Town's Approved Exceptions. Seller shall cause all exceptions to title not approved by Town to be removed prior to Closing. If Seller fails to remove any unapproved title exception, this Agreement may be terminated by either the Town or Seller.
10. **No Salvage.** The Seller shall not salvage or remove any fixtures, improvements, vegetation, located within the Property. Personal property may be removed prior to close of escrow.
11. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest, and penalty. Those sums shall, upon demand, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer.
12. **Possession and Closing.** Possession of the Property shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.
13. **Environmental Representations.** The Town and the Seller agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Property. Each party shall remain responsible for its obligations as set forth by law. The Seller hereby represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
14. **Environmental Inspection Rights.** The Seller shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Property. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Seller shall remediate all contamination within the Property adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
15. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by the Town

S28/T12S/R12E	Picture Rocks Wash
Parcel No. 221-21-004E	Acquisition Agreement for CJR at Bullhead LLC

as a result of any violation of federal arbitration violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

16. **No Leases.** The Seller warrants that there are no oral or written leases on all or any portion of the Property.

17. **Notices.**

- a. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Town's address.
- b. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of 72 hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.
- c. **Seller's Address:** CJR at Bullhead, LLC, PO Box 36901, Tucson, AZ 85740-6901; E-mail: gheinfeld@ccim.net
- d. **Town's Address:** Town of Marana, Legal Department, 11555 W. Civic Center Dr., Marana, AZ 85653; Email: Gcardieri@maranaaz.gov

18. **Risk of Loss for Damage to Improvements.** The Seller shall be responsible for the risk of loss for any and all damage to the improvements located on the Property prior to close of escrow.

19. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Seller has sole responsibility to pay all brokerage or finders' fees to any agent employed.

20. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Property effective as of the date this agreement is signed on behalf of the Seller, which shall terminate when the Town takes title to the Property or in 365 days, whichever occurs first.

21. **No Sale.** Seller shall not sell or encumber the Property prior to close of escrow.

22. **Signing Authority.** Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

S28/T12S/R12E	Picture Rocks Wash
Parcel No. 221-21-004E	Acquisition Agreement for CJR at Bullhead LLC

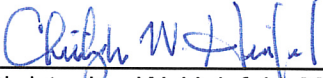
23. **Counterparts.** This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.
24. **Conflict of Interest.** This Agreement is subject to cancellation within 3 years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Seller or the Town is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.
25. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
26. **Governing Law.** This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.
27. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Property and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
28. **Interpretation.** This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.
29. **No Representations.** Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.
30. **Attorney's Fees and Costs.** In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.
31. **No Third Party Beneficiaries.** This is not a third-party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.
32. **No Partnership.** Nothing in this Agreement creates a partnership or joint venture or authorizes any Party to act as agent for or representative of any other Party.

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Parcel No. 221-21-004E	Acquisition Agreement for CJR at Bullhead LLC

33. **No Waiver.** The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.
34. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
35. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value but was agreed through compromise and settlement to avoid litigation.
36. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Marana.

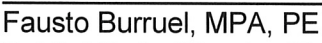
SELLER'S APPROVAL AND ACCEPTANCE:

CJR at Bullhead LLC, an Arizona limited liability company


Christopher W. Heinfeld, Manager

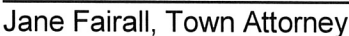
TOWN'S APPROVAL AND ACCEPTANCE:

Town of Marana, an Arizona municipal corporation

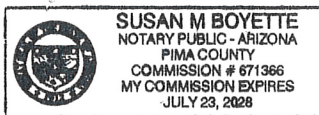

Fausto Burrue, MPA, PE
Public Works Director, Town Engineer

Date: _____

Approved as to form:

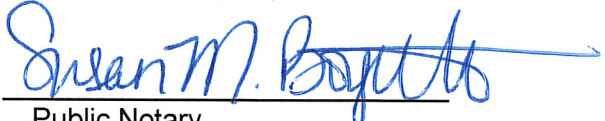

Jane Fairall, Town Attorney

Date: _____



STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 11th day of October, 2025, by Christopher W. Heinfeld, Manager of CJR at Bullhead LLC, an Arizona limited liability company, on behalf of the Company.


Public Notary

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Parcel No. 221-21-004E	Acquisition Agreement for CJR at Bullhead LLC

Exhibit "A"

That part of Section 28, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, bounded as follows:

On the North by the South right-of-way line of Silverbell Road, being 75 feet South of and parallel with the centerline;

On the South by the North line of the FINAL BLOCK PLAT OF CONTINENTAL RESERVE, as recorded in Book 53 of Maps, page 35, records of Pima County, Arizona;

On the West by the East line of PARCEL A as shown on Record of Survey, Book 46 of Maps, page 71, records of Pima County, Arizona;

On the East by the West line of the 1.500 acre parcel as shown on Record of Survey Book 33 of Maps, page 33, records of Pima County, Arizona.

EXCEPT any portion of Silverbell Road as it now exists.

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Parcel No. 221-21-004E	Acquisition Agreement for CJR at Bullhead LLC

Exhibit "B"

WARRANTY DEED OF DEDICATION

Exempt: ARS § 11-1134 (A) (3)

CJR AT BULLHEAD LLC, an Arizona limited liability company ("GRANTOR"), for TEN DOLLARS and other valuable consideration, does hereby convey and dedicate to the **TOWN OF MARANA**, an Arizona municipal corporation ("GRANTEE"), the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION ATTACHED TO THIS INSTRUMENT AS EXHIBIT "A"
AND INCORPORATED HERE BY THIS REFERENCE

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements, and other matters of record.

AND THE GRANTOR DOES HEREBY WARRANT THE TITLE against all persons whomsoever, subject to the matters above set forth.

DATED _____, 2025.

"GRANTOR":

CJR at Bullhead LLC, an Arizona limited liability company

SAMPLE ONLY DO NOT SIGN

Christopher W. Heinfeld, Manager

ACCEPTED AND APPROVED BY THE TOWN OF
MARANA:

SAMPLE ONLY DO NOT SIGN

Fausto Burruel, MPA, PE
Public Works Director, Town Engineer

APPROVED AS TO FORM:

SAMPLE ONLY DO NOT SIGN

Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Christopher W. Heinfeld, Manager of CJR at Bullhead LLC, an Arizona limited liability company, on behalf of the Company.

Public Notary

S28/T12S/R12E	Picture Rocks Wash
Parcel No. 221-21-004E	Acquisition Agreement for CJR at Bullhead LLC





Council-Regular Meeting

C2

Meeting Date: 11/04/2025

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: November 4, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-100: Relating to Real Property; approving and authorizing the Town Engineer to execute a Temporary Access Easement in Favor of the Arizona Board of Regents across town-owned property, as necessary to provide temporary legal access to their radio tower property located immediately south of Marana Center (George Cardieri)

Discussion:

The Arizona Board of Regents ("ABOR") has requested a Temporary Access Easement from the Town of Marana across existing service roads adjacent to a drainage channel, located within a Public Drainageway dedicated by the Marana Center Final Block Plat, recorded on August 8, 2014, at Sequence No. 20142340180 in the Pima County Recorder's Office. The purpose of the easement is to provide legal access to support the construction, operation, and maintenance of ABOR's radio tower property, located immediately south of Marana Center.

The Temporary Access Easement is limited in duration and shall automatically terminate, without further action by either party, upon the full completion of the future public roadway known as Camino Benicardo, extending from Linda Vista Boulevard southward through the Joplin Estates development, in a manner that provides legal access to ABOR's radio tower property.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-100, authorizing the Town Engineer to grant the Arizona Board of Regents a Temporary Access Easement across Town-owned property, as necessary to provide temporary legal access to their radio tower property.

Suggested Motion:

I move to adopt Resolution No. 2025-100, approving and authorizing the Town Engineer to execute a Temporary Access Easement in favor of the Arizona Board of Regents, as necessary to provide temporary legal access to their radio tower property located immediately south of Marana Center.

Attachments

Resolution No. 2025-100

Exhibit A (Temporary Access Easement)

MARANA RESOLUTION NO. 2025-100

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE A TEMPORARY ACCESS EASEMENT IN FAVOR OF THE ARIZONA BOARD OF REGENTS ACROSS TOWN-OWNED PROPERTY, AS NECESSARY TO PROVIDE TEMPORARY LEGAL ACCESS TO THEIR RADIO TOWER PROPERTY LOCATED IMMEDIATELY SOUTH OF MARANA CENTER

WHEREAS the Town of Marana holds fee title to a Public Drainageway, obtained through plat dedication by the Marana Center Final Block Plat, recorded on August 8, 2014, at Sequence No. 20142340180 in the Pima County Recorder's Office; and

WHEREAS the Arizona Board of Regents ("ABOR") has requested a temporary access easement across existing service roads adjacent to a drainage channel located within a town-owned Public Drainageway to provide temporary legal access to support the construction, operation, and maintenance of ABOR's radio tower property, located immediately south of Marana Center; and

WHEREAS the temporary access easement is limited in duration and shall automatically terminate, without further action by either party, upon the full completion of the future public roadway known as Camino Benicardo, extending from Linda Vista Boulevard southward through the Joplin Estates development, in a manner that provides legal access to ABOR's radio tower property; and

WHEREAS Town staff has reviewed the request and determined that it constitutes a reasonable accommodation that will neither hinder drainage nor interfere with existing or future public improvements; and

WHEREAS the Mayor and Council of the Town of Marana find that the public interests are served by approving this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The temporary access easement in favor of ABOR in substantially the form attached as Exhibit A and incorporated by this reference in this resolution, is hereby approved, and the Town Engineer is hereby authorized to sign the temporary access easement and any associated documents for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the temporary access easement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 4th day of November 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

TEMPORARY ACCESS EASEMENT

The **TOWN OF MARANA**, an Arizona municipal corporation (“Grantor”), for ten dollars (\$10.00) and other valuable consideration, hereby grants to the **ARIZONA BOARD OF REGENTS**, a body corporate, for and on behalf of The University of Arizona (“Grantee”), a non-exclusive **Temporary Access Easement** for the purpose of ingress and egress over, through, across, and along that certain tract of land situated in the Town of Marana, Pima County, Arizona, as more particularly described and depicted in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Servient Estate**”).

This easement shall solely benefit that certain tract of land situated in the Town of Marana, Pima County, Arizona, as more particularly described **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Dominant Estate**”). This easement is granted solely for the purpose of providing temporary access to support the construction, operation, and maintenance of a radio tower and associated infrastructure on the Dominant Estate. No other use of this easement shall be permitted without the prior written approval of the Grantor. Any proposed change in the use of the Dominant Estate that would affect or rely upon continued use of this easement shall require advance review and written approval by the Grantor and shall be subject to a formal request and evaluation process.

The easement rights granted herein are strictly limited to use of the existing service roads located within the Servient Estate for purposes of vehicular ingress and egress; no rights are granted for use of or access to the drainage channel itself.

Grantor, for itself and its successors and assigns, agrees not to erect, place, or maintain—or permit the erection, placement, or maintenance of—any buildings, walls, fences, above-ground utilities, or other improvements that would impair or interfere with Grantee’s ingress or egress rights.

It is understood and agreed that this easement is temporary in nature and shall automatically terminate without further action required by either party, when construction of the future public roadway known as Camino Benicardo is fully completed, from Linda Vista Boulevard southward through the Joplin Estates development in a manner that provides legal access to the Dominant Estate. The parties acknowledge that the current planned terminus of Camino Benicardo, within the Linda Vista Village development, does not provide legal access to the Dominant Estate, as it intersects only at a four-corners point.

This easement and the rights and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns, assignees, agents, licensees, and permittees.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2025.

GRANTOR:

THE TOWN OF MARANA, an Arizona municipal corporation

Approved as to Form:

By: _____
Fausto Burruel, Town Engineer

By: _____
Jane Fairall, Town Attorney

*Per Marana Resolution No. 2025-

Accepted by:

GRANTEE:

THE ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of The University of Arizona

Approved as to Form:

By: _____
Josh Wright, Chief Facilities & Planning Officer

By: _____
Robert Robinson, Associate General Counsel

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Fausto Burruel, Town Engineer of the Town of Marana, an Arizona municipal corporation, on behalf of the Town.

(Seal)

Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Josh Wright, as Chief Facilities and Planning Officer of the Arizona Board of Regents, a body corporate, for and on behalf of The University of Arizona.

(Seal)

Notary Public

Exhibit “A”
(the “Servient Estate”)

The existing service roads adjacent to the drainage channel, located within the Public Drainageway dedicated to the Town of Marana by the MARANA CENTER Final Block Plat, a subdivision of Pima County, Arizona according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Sequence No. 20142340180.



Exhibit “B”
(the “Dominant Estate”)

The North 800 feet of the East 800 feet of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 22, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.



Council-Regular Meeting

C3

Meeting Date: 11/04/2025

To: Mayor and Council

Submitted For: Stefanie Boe, Tourism and Marketing Manager

From: Stefanie Boe, Tourism and Marketing Manager

Date: November 4, 2025

Strategic Plan Focus Area:

Thriving Commerce

Subject: Resolution No. 2025-101: Relating to Tourism; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic (Stefanie Boe)

Discussion:

As part of the Thriving Commerce focus area of the Strategic Plan, the Tourism and Marketing Manager has been identifying ways to promote the outdoor recreation opportunities in the town and gain national attention for the scenic open spaces that set Marana apart from other areas of the region.

Tucson Bicycle Classic is a nonprofit corporation responsible for the promotion and production of the Tucson Bicycle Classic event, a four-day bicycle stage race in the Tucson metro area consisting of a time trial stage ("Time Trial") on the first day in Marana, a road race stage, and a circuit race stage in Oro Valley.

The Time Trial has been held in Marana since 2023 and continues to grow each year, surpassing 600 riders each year from across the United States and around the world. The event brings in revenue to the town through hotel stays, dining and shopping.

Marana Parks and Recreation has partnered with the organizer to hold the event on the new section of the Chuck Huckelberry Loop, bringing a spotlight on the town's multi-year effort to connect Northern Marana to the shared use path around Pima

County. This unique opportunity continues to showcase Marana, Oro Valley and all of Northern Pima County as a destination for riders.

As part of the agreement with the Tucson Bicycle Classic, the Town will contribute \$10,000 towards the Time Trial, to be held on Thursday, February, 19, 2026. The Discover Marana brand will be marketed and promoted through social media, video and media coverage before, during and after the Time Trial to bring attention to the town with a global audience of potential visitors and community members alike. Discover Marana and the Town of Oro Valley were recognized for Best Regional Partnership by the Arizona Office of Tourism for this event and the Project Echelon Fondo ride in 2024.

Financial Impact:

Fiscal Year: 2026
Budgeted Y/N: Y
Amount: \$10,000

Funding for this agreement is available in the Bed Tax Fund.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-101, approving and authorizing the Mayor to execute an agreement between the Town of Marana and Tucson Bicycle Classic regarding participation in and financial support of the time trial stage of the Tucson Bicycle Classic

Attachments

Resolution No. 2025-101
Exhibit A - Tucson Bicycle Classic Agreement

MARANA RESOLUTION NO. 2025-101

RELATING TO TOURISM; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND TUCSON BICYCLE CLASSIC REGARDING PARTICIPATION IN AND FINANCIAL SUPPORT OF THE TIME TRIAL STAGE OF THE TUCSON BICYCLE CLASSIC

WHEREAS on September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying “Thriving Commerce” as one of its five focus areas, with the goal to “Expand Marana’s thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events”; and

WHEREAS Tucson Bicycle Classic (“TBC”) is a nonprofit corporation responsible for the promotion and production of the Tucson Bicycle Classic event, a four-day bicycle stage race in the Tucson metro area consisting of a time trial stage on the first day (“Time Trial”), on the first day in Marana, a road race stage, and a circuit race stage; and

WHEREAS the Town and TBC desire to enter into an agreement regarding the Town’s participation in and financial support of the Time Trial stage of the Tucson Bicycle Classic; and

WHEREAS the Town Council finds that the agreement addressed by this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows:

SECTION 1. The agreement between the Town of Marana and TBC for the Time Trial stage of the Tucson Bicycle Classic, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town’s Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of November, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

2026 TUCSON BICYCLE CLASSIC RACE AGREEMENT

MARANA TIME TRIAL

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”) and TUCSON BICYCLE CLASSIC, an Arizona nonprofit corporation (“TBC”). The Town and TBC are sometimes collectively referred to in this Agreement as the “Parties,” each of which is sometimes individually referred to as a “Party.”

RECITALS

A. On September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying “Thriving Commerce” as one of its five focus areas, with the goal to “Expand Marana’s thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events.”

B. TBC is a nonprofit corporation responsible for the promotion and production of the annual Tucson Bicycle Classic, which in 2026 is a four-day bicycle stage race in the Tucson metro area consisting of a time trial stage (the “Time Trial”) on the first day, a road race stage on the second day, a criterium race stage on the third day and a circuit race stage on the fourth day (the “Circuit Race”).

C. The Town and TBC desire to enter into an agreement regarding the Town’s participation in and financial support of the Time Trial that will be held on Thursday, February 19, 2026 involving the participation of racers and volunteers along with its participation in the planning and execution of a packet pickup event the evening before the Time Trial.

D. The Town finds that the benefits to the Town resulting from TBC’s promotion and production of the Time Trial and packet pickup in Marana have a value at least equal to the fair market value of the financial support to be provided to TBC by the Town pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Financial support to be provided by the Town.* Pursuant to the terms and conditions of this Agreement, including without limitation paragraph 22 (*Termination*) below, the Town shall provide financial support of \$10,000 to TBC for the Time Trial within 30 days of the Effective Date of this Agreement.

2. *Fee Waiver.* The Town will waive special event permit fees affiliated with the Time Trial and packet pickup event

3. *Event promotion by the Town.* In addition to the financial support provided pursuant to paragraph 1 above, the Town shall also promote the events through the Town's media/communication outlets.

4. *Benefits to be provided to the Town.* In exchange for the financial support described in paragraph 1 above, TBC shall provide to the Town the benefits and services described in Exhibit A.

5. *Co-marketing with the Town of Oro Valley.* The Circuit Race will be held in the Town of Oro Valley on Sunday, February 22, 2026. The Parties acknowledge and agree it is in their mutual interests that some of the marketing efforts contemplated in this Agreement will be done jointly with the Town of Oro Valley to promote both the Time Trial and the Circuit Race.

6. *Books; taxes.* TBC shall make available to the Town for inspection any books, ledgers or statements kept by TBC regarding activities conducted pursuant to this Agreement. TBC shall be liable for all taxes applicable to the proceeds received by TBC under this Agreement, if any.

7. *Effective date and duration.* This Agreement shall be effective as of the signature date of the last Party to sign this Agreement (the "Effective Date"), and shall remain in effect until April 1, 2026, unless sooner terminated pursuant to paragraph 22 below. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 11 below shall survive termination of this Agreement.

8. *Relationship of the Parties.* In the performance of the services contemplated by this Agreement, TBC shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and TBC.

9. *Use of names, trademarks, logos and seal.* The Town grants TBC a limited license to use, at no cost, the Town's Discover Marana name and logo in TBC's performance of the services described in this Agreement. TBC shall not use the Town's Discover Marana name and logo for any other purpose or use. TBC shall not modify, revise or alter the Town's Discover Marana logo in any way. TBC grants the Town a limited license to use, at no cost, TBC's name, trademarks, and logos in the Town's performance of the services described in this agreement. The Town shall not use TBC's name, trademarks, and logos for any other purpose or use. The Town shall not modify, revise or alter TBC's trademarks and logos in any way.

10. *Insurance.* During the term of this Agreement, TBC shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial general

liability insurance policy for the purposes of TBC's activities in relation to the events covered by this Agreement:

Commercial General Liability: U.S. \$3,000,000 per occurrence

U.S. \$3,000,000 aggregate

Business Auto Liability: U.S. \$1,000,000 combined single limit

a. TBC shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph to the Town by no later than January 15, 2026, and prior to commencing any activities pursuant to this Agreement. TBC shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

b. As an additional insured on TBC's commercial general liability policy, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of TBC. TBC shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph (a) above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of TBC's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this paragraph.

d. The certificate(s) shall also stipulate that the insurance afforded the Town shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by TBC. Coverage provided by TBC shall be primary insurance with respect to all other available sources.

e. The insurance requirements specified in this paragraph may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement TBC shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph. TBC shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph. Cancellation or reduction of any coverage required by this paragraph is grounds for termination of this Agreement by the Town.

11. *Indemnification.* TBC agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and

all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from TBC's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party TBC contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by TBC, or anyone for whose acts TBC may be liable.

12. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Town, to:

TOWN OF MARANA
Attn: Stefanie Boe, Tourism and Marketing Manager
11555 W. Civic Center Drive – Bldg. A3
Marana, AZ 85653

With a copy to:

TOWN OF MARANA
Attn: Town Attorney
11555 W. Civic Center Drive – Bldg. A3
Marana, AZ 85653

If to TBC, to:

TUCSON BICYCLE CLASSIC
Attn: Marc Colbert, Executive Director
36971 S. Golf Course Dr.
Tucson, Arizona 85739
marccolbert@comcast.net

Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices under this Agreement shall be deemed received upon actual receipt.

13. *Entire agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

14. *Authority to execute agreement.* The individuals executing this Agreement hereby represent that they have full right, power, and authority to execute this Agreement on behalf of their respective Parties.

15. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages,

war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

16. *Immigration laws.* TBC warrants that it will at all times comply with all federal immigration laws and regulations that relate to its employees (if any) and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). TBC acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee (if any) who performs work or services pursuant to this Agreement to ensure compliance with this warranty.

17. *Israel Boycott Divestments.* TBC certifies that it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

18. Pursuant to and in compliance with A.R.S. § 35-394, the TBC hereby agrees and certifies that it does not currently, and agrees for the duration of this Contract that the TBC will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any Contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the TBC becomes aware during the term of the contract that the company is not in compliance with this written certification, the company shall notify the Town within five business days after becoming aware of the noncompliance. If the TBC does not provide the Town with a written certification that the TBC has remedied the noncompliance within 180 days after notifying the Town of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date. The TBC also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

19. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

20. *Attorneys' fees.* The prevailing Party in a civil action to enforce this Agreement shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

21. *Governing law.* This Agreement shall be construed in accordance with the laws of the State of Arizona.

22. Termination.

a. This Agreement shall be terminated without further action by the Parties if the Time Trial and packet pickup, as described in this Agreement, is cancelled for any reason. If the event is cancelled, TBC shall refund to the Town all financial support provided by the Town to TBC pursuant to paragraph 1 of this Agreement within 30 days of cancellation of the event.

b. This Agreement may be terminated without further liability on 30 days' prior written notice by either Party upon a default by the other Party of any covenant or term of this Agreement, which default is not cured within 30 days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such 30-day period and the defaulting party has started to cure the default within the 30-day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten days from receipt of written notice.

c. This Agreement may be terminated by mutual written agreement of the Parties.

23. Miscellaneous.

a. This Agreement may not be modified except in a writing signed by both of the Parties.

b. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

The "Town":

"TBC":

TOWN OF MARANA, an Arizona municipal corporation

TUCSON BICYCLE CLASSIC, an Arizona nonprofit corporation

Jon Post, Mayor

Marc Colbert, Executive Director

Date: _____

Date _____

ATTEST:

Federal I.D. # 87-2350662

Town Clerk Date

APPROVED AS TO FORM:

Town Attorney Date

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by Marc Colbert, Executive Director of TUCSON BICYCLE CLASSIC, an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

Notary Public

Exhibit A

Benefits and Services Provided by TBC to the Town

1.	Naming rights for Time Trial - “Marana Time Trial”	\$4000 value
2.	Mayor or another dignitary has the first right of refusal to start the Time Trial and/or speaking at the packet pickup event	
3.	Town of Marana’s Discover Marana name and logo on Time Trial map and on TBC website sponsor page	\$500 value
4.	Link from TBC website to the Town of Marana’s Discover Marana Website	\$500 value
5.	Town of Marana’s Discover Marana logo prominent on official TBC winner’s jerseys, event t-shirts and similar items	\$3500 value
6..	Joint press release with the Town of Oro Valley announcing the Time Trial and the Circuit Race	\$1000 value
7.	If desired, joint press conference with the Town of Oro Valley announcing the Time Trial and the Circuit Race	\$1000 value
8.	Town of Marana’s Discover Marana name and logo displayed prominently on signage/ scrim at the race venue and packet pickup.	\$1000 value
9.	Up to four “eblast” call outs to TBC distribution list (over 5000)	\$2000 value
10.	10 or more social media posts highlighting Discover Marana and the Time Trial	\$1500 value
11.	School visit “bike rodeo” in Marana on February 17, 2026	\$1000 value
12.	One or more YouTube videos created by professional cyclist that highlight the Town of Marana and the Town of Oro Valley as desirable cycling destinations	\$1000 value
13.	Post race week – participant survey to collect feedback from participants to improve future races and use in future marketing	\$1000 value

14.	License to use professional event photographs of the Time Trial Stage, packet pickup or other stages	\$1000 value
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Council-Regular Meeting

C4

Meeting Date: 11/04/2025

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: November 4, 2025

Subject: Approval of Regular Town Council Meeting Summary Minutes of October 21, 2025 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 21, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:00 PM and directed the Deputy Town Clerk to call the roll. **Vice Mayor Ziegler** was absent. All other Council Members were present, constituting a quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Mayor Post**.

APPROVAL OF AGENDA

Council Member Kai moved to approve the agenda as presented. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

PROCLAMATIONS

Regular Council Meeting Summary Minutes
October 21, 2025

Mayor Post presented the proclamation recognizing 2025 Fire Prevention Month.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

The Mayor and Council reported on a variety of recent events in Marana since the last meeting, including the Fall Festival, which they agreed was a great success—especially the mutton bustin'. They also highlighted the *Concerts in the Courtyard* series, featuring a popular "Treat Trail" in which Town employees dressed in costumes, decorated themed spaces, and handed out candy. **Council Member Cavanaugh** shared that he and **Council Member Murphy** are participating in the Impact Marana class, where they recently learned about the Marana School District. He noted he was particularly impressed that the district maintains a 90% graduation rate, well above Arizona's 70% average. **Council Member Comerford** also recognized the Town's recent employee award ceremony, which celebrated staff reaching milestones of 5, 10, 15, 20, 25, and 30 years of service. She also mentioned that she attended the HSL 50th anniversary celebration.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema complimented the Fall Festival, particularly **Council Member Murphy's** enthusiasm during the mutton bustin' event. He reported that there have been 46 single-family residential permits issued so far in October, compared to a total of 83 issued in the same month last year. He also announced that the El Rio Preserve will undergo maintenance, which includes draining the water, cleaning the pond, and adding a new filtration system. The preserve is expected to return to its normal water level by the end of November. Additionally, he highlighted the success of the Treat Trail event and commended staff for their active involvement and care for the community.

PRESENTATIONS

CONSENT AGENDA

Deputy Town Attorney Mr. Udall noted that there was an error in the posted agenda, specifically in the resolution accompanying item C2. It incorrectly stated that the Mayor would sign the agreement; however, it should have indicated that the Town Manager is the authorized signer. He said the resolution was corrected and that updated copies were on the dais.

C1 Ordinance No. 2025.021: Relating to Municipal Court; amending Marana Town Code Title 5 (Municipal Court), Chapter 5-8 (Home Detention Program) to clarify home detention availability and declaring an emergency (David L. Udall)

C2 Resolution No. 2025-094: Relating to Administration; approving and authorizing the Town Manager to execute an Agreement for Public Art Funding with the Pima Association of Governments (PAG) (Andrea De La Cruz)

C3 Resolution No. 2025-095: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center (SALETC) (Jeffrey Pridgett)

C4 Resolution No. 2025-096: Relating to Real Property; approving and authorizing the Town Engineer to execute a Non-Exclusive Electrical Right of Way Easement in Favor of Tucson Electric Power Company across a portion of Barnett Channel Public Drainage Way as needed for the Monarch master-planned community (George Cardieri)

C5 Resolution No. 2025-097: Relating to Utilities; approving and authorizing the Mayor to sign an amendment to the Intergovernmental Agreement, effective December 1, 2025, between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (Sheila Nylund)

C6 Approval of Regular Town Council Meeting Summary Minutes of October 7, 2025 (Jill McCleary)

Council Member Cavanaugh moved to approve the consent agenda. Council Member Kai seconded the motion. Motion passed, 6-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a New Liquor License, series #12 Restaurant liquor license submitted by Kong Lin Ni on behalf of Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Drive, Tucson, Arizona, 85743 (Jill McCleary)

Council Member Kai moved to submit to the Arizona Department of Liquor Licenses and Control an order recommending approval of an application for a New Liquor License, series #012 Restaurant liquor license submitted by Kong Lin Ni on behalf of Kirin Asian Bistro & Sushi Bar. Council Member Comerford seconded the motion. Motion passed, 6-0.

Regular Council Meeting Summary Minutes
October 21, 2025

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2025.022; Relating to Development; approving a rezoning of approximately 752.5 acres of land to establish the Cascada II Specific Plan generally located east of Interstate 10 and north of Twin Peaks Road within a portion of Sections 9, 10, 15, and 22, Township 12 South and Range 12 East (Brian D. Varney)

Resolution No. 2025-098: Relating to Development; declaring as a public record filed with the Town Clerk the Cascada II Specific Plan adopted by Ordinance No. 2025.022 (Brian D. Varney)

Mayor Post opened the public hearing at 6:15 PM.

Senior Planner Brian Varney presented this item. A copy of the presentation slides is on file with the Town Clerk's Office.

Mr. Varney provided an overview of the Cascada II Specific Plan, highlighting several key aspects including the proposed housing types—both single-family and high-density residential. The plan also includes a village center, areas designated for commercial use, and light manufacturing. All proposed structures will comply with Town code. He further discussed community access points, shared-use paths, parks, and open space areas, as well as the proposed drainage system for the development.

Council Member Kai requested clarification regarding the drainage located on State Trust land, and it was determined that additional research is needed. **Council Member Kai** also inquired about responsibility for trail maintenance. **Mr. Varney** explained that trails and paths located within the Town's right-of-way would be maintained by the Town, while those within the Cascada II community would be maintained by the development's homeowner's association.

Council Member Cavanaugh asked about the land owned by the Pascua Yaqui Tribe. **Mr. Varney** explained that the land is a cemetery and will be preserved and will be fenced off from the development.

Ms. Silvyn from Lazarus & Silvyn presented an overview of the Cascada II Specific Plan. A copy of the presentation slides is on file with the Town Clerk's Office.

Ms. Silvyn explained that the current plan has evolved from the original 2006 and 2011 plans to include property dedicated to Pima County for wildlife movement and to the Town of Marana for parks. She noted that the Specific Plan applies only to the developable portions of the property. The plan proposes a mixed-use community with four land use categories: residential, village center, open space, and district park.

She also highlighted that the residential areas will include not only single-family homes but also townhomes and other housing types to provide a variety of living options. Additionally, **Ms. Silvyn** described the public outreach efforts conducted to inform nearby residents, gather input, and address concerns.

Council Member Cavanaugh asked about a letter the council received from a concerned citizen regarding the wildlife corridor. **Ms. Silvyn** responded that the corridor concerns were addressed during the 2006 and 2011 negotiations, which determined which portions of the property would be preserved for the corridor and which could be developed. There was further discussion regarding drainage on public land, and again it was determined that additional study will be needed.

Council Member Kai asked about the plans for the expansion of Lambert Lane. **Public Works Director Fausto Burruel** explained that there is a plan for Lambert Lane to connect to Twin Peaks Road, but that it will take place in a later phase of the project.

Ms. Kate Hotten from the **Coalition for Sonoran Desert Protection** addressed the Council to request two conditions regarding the development. First, the Coalition asked that the land bordering Interstate 10 be developed in a manner that does not impede the wildlife corridor. Second, the Coalition requests that the developers work collaboratively with the Coalition during later stages of the project to help ensure the continued protection of the surrounding land.

Mayor Post closed the public hearing at 6:39 PM.

Council member Kai moved to adopt Ordinance No. 2025.022 and Resolution No. 2025-098. Council Member Comerford seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Traffic and Highways; presentation regarding the status of the Pavement Preservation Program (Fausto Burruel)

Public Works Director Fausto Burruel presented on the status of the Pavement Preservation Program. A copy of the presentation slides is on file with the Town Clerk's Office.

Regular Council Meeting Summary Minutes
October 21, 2025

Public Works Director Mr. Burruel praised the Roads Team for their ongoing work to maintain the Town's roadways. He then introduced **Mr. Zac Tomason** from **Roadway Asset Services**, who conducted an assessment of pavement conditions throughout the Town of Marana. A copy of the presentation slides, and the report are on file with the Town Clerk's office

Council Member Cavanaugh asked **Mr. Tomason** to elaborate on why pavement preservation is so important and when such maintenance should begin. Mr. Tomason explained that, ideally, preservation should start within a year after construction, though beginning within five years is generally sufficient to maintain pavement integrity.

Mr. Burruel followed up by explaining how the Public Works Department will use the assessment results to guide future road maintenance in Marana. A copy of the presentation slides is on file with the Town Clerk's Office.

Mayor Post asked how the changes in roadway standards have been working. **Mr. Burruel** responded that the updated standards are proving effective and that the Town's roads are being properly maintained. He also noted that developers are required to maintain newly constructed roadways for the first year following completion.

Council Member Kai asked how roads with heavy traffic and frequent use by large vehicles are designed to handle such loads. **Mr. Burruel** explained that those roads are constructed to higher design standards to accommodate the increased wear.

Mr. Burruel emphasized the importance of crack sealing and the importance it plays into pavement preservation and overall longevity.

D2 Relating to Utilities; update, discussion, and possible direction regarding proposed changes to water and water reclamation rates and fees (Heidi Lasham)

Water Director Heidi Lasham introduced the water rate study and explained its purpose and necessity. She then introduced **Collin Drat** from **Raftelis Consulting**, who presented the *Water and Water Reclamation Rate Study* and summarized its key findings. A copy of the presentation slides is on file with the Town Clerk's Office.

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

Mayor Post requested future agenda items. There were no requests for future agenda items from Council Members.

ADJOURNMENT

Mayor Post asked for a motion to adjourn.

Council Member Kai moved to adjourn the meeting. Motion passed, 6-0. The meeting was adjourned at 7:51 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on October 21, 2025. I further certify that a quorum was present.

Debbie Thompson, Deputy Town Clerk



Council-Regular Meeting

B1

Meeting Date: 11/04/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Debbie Thompson, Deputy Town Clerk

Date: November 4, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-102: Relating to Boards, Commissions, and Committees; appointing Thomas F. Spindler as Trustee for the Marana Health Care Benefits Trust for a four-year term (Jill McCleary)

Discussion:

On August 6, 2019, the Town Council adopted Resolution No. 2019-068, establishing the Marana Health Care Benefits Trust (MHCBT) and Trust Document to satisfy the requirements of Arizona Revised Statutes (A.R.S.) Section 11-981, for the Town's self-insurance program for health and dental insurance benefits. Section 3.02 of the Trust Document provides that there will be five Trustees each serving four-year terms. The MHCBT currently has three Trustees and two vacancies.

Town staff has solicited applications for two vacant positions. Thomas F. Spindler has applied to serve on the MHCBT Board, and he meets the minimum requirements to serve on the Board as set forth in the Trust Document. A copy of his application is included in the agenda materials for the Council's review. If appointed, Mr. Spindler will serve a four-year term, effective starting November 20, 2025 and ending on November 19, 2029. Town staff will continue to solicit applications for the remaining vacant position.

Pursuant to Marana Town Code Section 2-6-2(E), the Council may do one or more of the following at tonight's meeting:

1. Interview the applicant either in public or in an executive session scheduled for that

purpose. (An executive session has been scheduled on tonight's agenda for interviewing candidates, should the Council desire to do so.)

2. Make an appointment.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2025-102, appointing Thomas F. Spindler to the Marana Health Care Benefits Trust Board, effective November 20, 2025, for a term ending on November 20, 2029.

Attachments

Resolution No. 2025-102
Application
Resume

MARANA RESOLUTION NO. 2025-102

RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES; APPOINTING THOMAS F. SPINDLER AS TRUSTEE FOR THE MARANA HEALTH CARE BENEFITS TRUST FOR A FOUR-YEAR TERM

WHEREAS on August 6, 2019, the Town Council adopted Resolution No. 2019-068, establishing the Marana Health Care Benefits Trust (MHCBT) and approving the Trust Document, to satisfy the requirements of Arizona Revised Statutes (A.R.S.) Section 11-981; and

WHEREAS section 3.02 of the Trust Document provides that there shall be five Trustees for the Trust, that no Trustee may be a current or former member of the Council, that no Trustee may be a former employee of the Town, and that no more than one Trustee may be an employee of the Town; and

WHEREAS the Trust Document further provides that each Trustee shall serve a four-year term, except that the initial terms for the first five Trustees were staggered; and

WHEREAS Town staff has solicited applications for two vacant positions, and Thomas F. Spindler, who meets the minimum requirements to serve on the MHCBT Board as set forth in the Trust Document, has applied to fill one of the vacant positions; and

WHEREAS the Mayor and Council find the appointment addressed by this resolution is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Thomas F. Spindler is hereby appointed as a Trustee for the Marana Health Care Benefits Trust Board for a four-year term, effective November 20, 2025 and ending November 19, 2029.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of November, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney



Board and Commission Application

Town Clerk

Submitted On:

Oct 13, 2025, 04:30PM EDT

Board or Commission	Marana Health Care Benefits Trust Board
Please upload your resume here.	resume 225 copy.docx
Please upload any other documentation here.	resume 225 copy.docx
First Name	Thomas
Last Name	Spindler
Email	[REDACTED]
Full Address	Street Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
How many years have you lived at this address?	[REDACTED]
How many years have you lived in Marana?	4
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	Health care executive advisor
Employer	Self
What is your vision for the Town?	Safe, growth, best and most desirable city in Arizona
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Infrastructure, property taxes, job growth in metro
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Spaces, good police department, enough water
Please explain your professional background	Healthcare background, from hospital night shift supervisor to C suite responsibility. Also involved in community groups, i.e Rotary, YMCA, Chamber of Commerce. Have also helped elected officials in California, and extensive experience dealing with local and national media when necessary.
Describe your experience working with a Council-appointed board or commission	I have worked with and for public elected board in San Diego county for six years. Marana Town Council Regular Meeting Agenda Packet November 4, 2025

Describe a time when you had to stand firm and make a tough or unpopular decision	Often have to do this in hospital executive role. Integrity and honest communication guides me.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	Always remember I am serving the entire community.
Full Name	First Name: Tom Last Name: Robertson
Full Address	City: Chicago State: IL
Relationship	Former colleague
Phone Number	
Full Name	First Name: Steve Last Name: Carlson
Full Address	City: Scottsdale State: AZ
Relationship	Former colleague
Phone Number	
Phone Number	
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	None
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household	None

shares any direct economic interest
such as a partnership, joint venture
or similar business relationship?

Signature Data

First Name: Thomas
Last Name: Spindler
Email Address: [REDACTED]

Thomas spindler

Full Date

Month: 10
Day: 13
Year: 2025

THOMAS F. SPINDLER, FACHE

Marana, Arizona 85658 | () | () /in/thomas-spindler-1710856/

SUMMARY

A forward-thinking and results-driven healthcare operations executive with extensive experience in hospitals, health systems, and health care provider alliances across multiple geographies. Possesses proven successes in operational and strategic turnaround situations. Demonstrated results in operations improvement, talent management, employee relations, expense / revenue management improvement, community / business partnerships, and service improvement. Excels in securing organizational growth, expanding market share and enhancing operational efficiency to ensure a company’s prosperous future.

Hospital Administration | Solution and Supply Network Strategy | Leadership Team Selection, Development and Performance | System Planning, Strategy, and Execution | Organizational Structure Efficiency and Effectiveness | Innovative Program Development | Strategic and Operational Consultative | Physician Leadership Development | Transition Management | Service, Cost, and Quality Improvement | Single and Multi-Entity Leadership

EXPERIENCE

- HEALTHSEARCH PARTNERS, DALLAS, TEXAS
Vice President, Executive Search.....2025-
- METAIMPACT (REMOTE)
Executive Advisor.....2025-
- VIZIENT, INC., Irving, Texas
Group Senior Vice President, Executive Networks..... 2015-2024
- Focused on member c-suite (CEO, CFO, COO, and CSO) relationships as well as executive networks (geographic, academic, and market segments, large IDNs, and community based independent hospitals) of Vizient members in new VHA-UHC-Med Assets merged organization.
 - Served on multiple member executive CEO networks / boards, including board of Health Plan Alliance.
 - Co-led offerings / solutions pillar initiative (one of four joint pillars) during merger of VHA and UHC.
- VHA, INC., Irving, Texas
Area Senior Vice President / Executive Officer, VHA Mid-America / VHA Mountain States..... 2006-2015
- Continued to oversee Mid-America region with additional oversight of mountain states region (Colorado, Utah, Montana, Wyoming, New Mexico). Recognized as top-performing region in VHA in terms of financial performance and membership.
 - Formulated supply chain strategy and developed services to support / increase success of member organizations.
 - Focused on revenue cycle, comprehensive supply chain network development and oversight, as well as clinical and operational / bottom line improvement of member organizations.
 - Oversaw national COO / CFO affinity group. Served on alliance-wide task forces as member of corporate senior executive team.
- VHA, INC., Overland Park, Kansas
Senior Vice President / Executive Officer, VHA Mid-America 1997-2015

- Merged three VHA regions into single region to form largest region (central and southern Illinois, Nebraska, Missouri, Iowa, and Kansas) in nation's largest not-for-profit hospital alliance. Managed three offices in five-state region.
- Revamped services, resulting in improved member satisfaction and membership growth.
- Developed, established, and operated programs in performance (clinical / non-clinical) improvement, revenue cycle, business development, supply chain networks, insurance services, lean and six-sigma consulting services as well as market planning strategies. Extended services to members across multiple VHA regions.
- Recruited and developed executive staff.
- Served as part of VHA senior management executive committee, including as chairman of system development committee and contracting task force on a national basis.
- Exceeded financial and performance parameters each year.

HOSPITAL C SUITE EXPERIENCE

SHARP HEALTHCARE, San Diego, California, **Senior Vice President, Institutional Care Division / Senior Vice President, Acute and Long-Term Care Facilities**, 1994-1996. Re-engineered management positions across all entities. Increased market share of hospitals in key clinical service lines. Implemented quality and service best practice sharing across provider locations. Improved cost position by \$18M in first year, while maintaining customer satisfaction at 94%. Facilitated improved interactions between facilities and medical groups. Merged laboratory, imaging, and anesthesia services across entities. Consolidated clinical health management across system.

SHARP CHULA VISTA MEDICAL CENTER, San Diego, California, **Senior Vice President / Chief Executive Officer**, 1993-1996. Increased use and volume in women's services, oncology, outpatient, and cardiovascular programs. Improved physician relations and teamwork. Integrated facility into Sharp system. Improved financial performance (bottom line improved \$9.5M in one year). Integrated effective community involvement, including Mexico. Implemented clinical mapping / case management in partnership with medical staff.

GROSSMONT HOSPITAL, San Diego, California, **Senior Vice President / Chief Executive Officer**, 1995-1996. Improved bottom-line \$11M between 1995 and 1996. Facilitated improved physician relations / teamwork. Improved use of cardiac service line services through contracting. Developed community involvement program. Revamped employee communication approach with solid results.

VALLEY LUTHERAN HOSPITAL, Mesa, Arizona, **Administrator**, 1992-1993. Improved bottom-line \$4M in one year. Initiated expansion of outpatient, emergency, and women's services areas while maintaining low-cost, high-quality reputation.

PALOMAR MEDICAL CENTER, Escondido, California, **Administrator / COO**, 1988-1992.

PALOMAR MEDICAL CENTER, Escondido, California, **Assistant Administrator**, 1986-1988, Led development of cardiac surgery program.

DOWNEY COMMUNITY HOSPITAL, Downey, California, **Assistant Administrator**, 1982-1986. Developed first mobile MRI service in United States (with Philips Imaging)

ARTHUR ANDERSEN AND COMPANY, Phoenix, Arizona, **Health Care Consultant**, 1982.

VETERAN'S ADMINISTRATION MEDICAL CENTER, Phoenix, Arizona, **Administrative Resident**, 1981.

ST. LUKE'S HOSPITAL MEDICAL CENTER, Phoenix, Arizona, **Service Coordinator, Nursing Administration**, 1979-1980.

EDUCATION

ARIZONA STATE UNIVERSITY, Tempe, Arizona
Master of Health Services, Administration

MICHIGAN STATE UNIVERSITY, East Lansing, Michigan
Bachelor of Arts, Business Administration

RECOGNITION

Fellow of the American College of Healthcare Executives (FACHE)



Council-Regular Meeting

A1

Meeting Date: 11/04/2025

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Heidi Lasham, Water Director

Date: November 4, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-103: Relating to Utilities; adopting a notice of intention to increase water and wastewater rates over a multi-year (2026-2030) period; and setting a January 6, 2026 public hearing on the proposed rate increases (Heidi Lasham)

Discussion:

The Town of Marana Water Department has secured the services of Raftelis to conduct a rate study for the Town's water and wastewater rates to assure that they are adequate to fund the Water Department for the upcoming years. Based on this analysis, Town staff is proposing to increase water and wastewater rates and/or fees, effective beginning February 6, 2026. Water and wastewater rates are proposed to increase for four additional annual cycles after the original adoption. On October 21, 2025, Raftelis and Town staff presented the preliminary findings to Mayor and Council.

Arizona law (A.R.S. § 9-511.01) requires the Town Council to adopt a notice of intention to increase water and wastewater rates and to set a date for a public hearing on the proposed increases at least 60 days after the notice of intention is adopted.

Town staff recommends that the Council adopt this notice of intention and set a public hearing at a regular Council Meeting on Tuesday, January 6, 2026 at or after 6:00 pm regarding the proposed increases.

Financial Impact:

This item will allow the Water Department to increase revenues to maintain itself as an enterprise utility for budgeting purposes.

Staff Recommendation:

Staff recommends approval of Resolution 2025-103.

Suggested Motion:

I move to adopt Resolution No. 2025-103, adopting a notice of intention to increase water and wastewater rates over a multi-year (2026-2030) period; and setting a January 6, 2026 public hearing on the proposed rate increases.

Attachments

Resolution No. 2025-103

MARANA RESOLUTION NO. 2025-103

RELATING TO UTILITIES; ADOPTING A NOTICE OF INTENTION TO INCREASE WATER AND WASTEWATER RATES OVER A MULTI-YEAR (2026-2030) PERIOD; AND SETTING A JANUARY 6, 2026 PUBLIC HEARING ON THE PROPOSED RATE INCREASES

WHEREAS A.R.S. § 9-511.01 requires the Town Council to adopt a notice of intention to increase water and rates, rate components, fees, or service charges and to release to the public a written report containing certain required information about the rates, rate components, fees and service charges; and

WHEREAS the notice of intention is the first step in increasing the rates, rate components, fees and service charges; and

WHEREAS the statutorily required report, the substance of which was presented to the Town Council in a public presentation at its regular meeting on October 21, 2025, will be placed on file in the office of the Town Clerk no later than 30 days prior to the public hearing; and

WHEREAS the water and wastewater rates are proposed to increase for five annual cycles, on February 6, 2026, February 6, 2027, February 6, 2028, February 6, 2029; February 6, 2030; and

WHEREAS the Mayor and Council find this resolution is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that notice is hereby given of the Town's intention to increase water and wastewater rates, rate components, fees, and service charges, and a public hearing on the proposed increases is hereby set for a regular Town Council meeting on Tuesday, January 6, 2026, at or after 6:00 P.M. in the Council Chambers on the first floor of the Administration Building, Ed Honea Marana Municipal Complex, 11555 West Civic Center Drive, Marana, Arizona 85653.

IT IS FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of November, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney